

## PROJECT INFORMATION

<b>Project Title</b>	Fish Friendly Farming - Phase II
<b>Brief Description</b>	<p>This Category 2 planning project will provide for a minimum of 3000 acres up to a maximum of 5000 acres of farm and ranch lands to be assessed using the Sierra Foothills FFF/ FFR program and needed BMPs and projects to be prescribed. The FFF/FFR program requires a number of steps: Landowner enrolls property, receives FFF/FFR workbooks and site maps and attends two workshops on management measures. Enrollment will occur prior to contract with SNC. CLSI completes site assessment with owner/manager,CLSI working with owner identifies problems and needed BMPs and any needed projects.Projects are defined as more complex efforts than BMPs and may require permits to implement. Owner and CLSI complete farm plan template including BMP prescriptions.UCCE works with growers to establish tools to revise pesticide use in winegrapes CLSI and RCD discuss BMPs with owner CLSI completes project designs. Properties are certified by Agricultural Commissioner and Natural Resource Conservation Service (NRCS) Landowner is able to use FFF/ FFR logo in marketing or labeling products and site signage. Landowner implements BMPs separately from this grant but with assistance from CLSI and RCD and completes annual photo monitoring Also separate from this grant CLSI and RCD work with landowner to find funding for project implementation. Each site assessment will be comprehensive covering: Soil erosion – a complete sediment source inventory and mapping will be done including tilled areas, roads, corrals, existing erosion sites and other areas to identify active erosion. Movement of soil particles into waterways is a major pathway for pesticides to enter streams and rivers. Water use – type of irrigation and frost control system will be assessed along with efficiency evaluation Chemical use – for each crop the chemical/cultural control measure for each pest and disease is assessed. The toxicity of currently used chemicals is compared to alternative measures. Chemical storage, mix and load sites and application measures are assessed for precautions against spills, drift and groundwater contamination. Use of IPM measures such as insectary rows, beneficial insect habitat, tolerance of pest damage to support beneficial insects and other measures are evaluated. Stream network – the network of perennial, intermittent and ephemeral creeks is mapped on the site and assessed for geomorphic condition, vegetative type and cover, presence of invasive nonnative plants, potential for improvements to fish and wildlife habitat, potential to increase connectivity within the watershed, create wildlife corridors and other features. Agricultural areas – farmed lands are mapped and assessed for measures to protect against soil erosion such as cover crops, the condition of the agricultural drainage system, fertilizer use and overall soil health. Grazing areas – grazed areas are mapped along with fence lines, watering areas, supplement locations, shade structure locations, corrals and service areas, creek crossings and sensitive habitat or rare plant areas. The operation is evaluated for the</p>

	<p>season of use of various grazing areas, type of operation, herd size, rangeland capacity, residual dry matter and other features. All of these features determine if sediment and pathogen bacteria delivery to creeks is limited to the greatest degree possible by management measures in use. Non-agricultural areas – uplands are evaluated for vegetation type, use and potential for enhancement of native plants or wildlife habitat. The assessment is prepared with the grower/rancher in order to include the detailed and historic knowledge of the operator and create a collaborative working relationship. For each assessment a series of BMPs is prescribed to revise management practices and make specific improvements to water quality, in-stream flows, fish and wildlife habitat and improve the sustainability of the operation. The BMPs to be prescribed include 38 for irrigated agricultural lands and 36 for ranches such as: Winter cover crops and critical area plantings on all farmed land to protect soil against sheet or rain strike erosion; Elimination of wet weather tillage; Erosion control on field roads, ranch roads and year round roads; Vegetated filter strips adjacent to all waterways; Stabilization and revegetation of rills and gullies over the property; Installation of rock dissipaters at pipe outlets to eliminate gully formation; Stabilization of creek crossings and modification if a fish migration barrier exists; Eradication of invasive non-native plants; Revegetation of ephemeral, seasonal and year round waterways and wetlands with local genetically appropriate native plants; Reduction in pesticide and fertilizer use through IPM practices and modification of storage, mixing and application practices to protect surface and groundwater; Elimination of use of chemicals known to leach into groundwater; Grazing management to provide adequate residual dry matter to protect soils and</p>
<b>Total Requested Amount</b>	75,000.00
<b>Other Fund Proposed</b>	79,000.00
<b>Total Project Cost</b>	154,000.00
<b>Project Category</b>	Pre-Project Due Diligence
<b>Project Area/Size</b>	0000
<b>Project Area Type</b>	Not Applicable
<b>Have you submitted to SNC this fiscal year?</b>	No
<b>Is this application related to other SNC funding?</b>	No

<b>Project Results</b>
Environmental site assessment (Phase I/II)

<b>Project Purpose</b>	<b>Project Purpose Percent</b>
Water Quality	
Working Landscapes	

<b>County</b>
El Dorado

<b>Sub Region</b>
Central

**PROJECT CONTACT INFORMATION**

<b>Name</b>	Mr. Mark Egbert,
<b>Title</b>	District Manager
<b>Organization</b>	El Dorado County Resource Conservation District
<b>Primary Address</b>	100 Forni Road Suite A, , , Placerville, CA, 95667
<b>Primary Phone/Fax</b>	530-295-5630 <b>Ext.</b>
<b>Primary Email</b>	Mark.Egbert@ca.usda.gov

## PROJECT LOCATION INFORMATION

### Project Location

Address: Administration Office, Ed Dorado County Resource Conservation  
District, 100 Forni Rd Suite A, Placerville, CA, 95667 United States  
Water Agency: EDC  
Latitude: 38.719135  
Longitude: -120.83373  
Congressional District: N/A  
Senate: N/A  
Assembly: N/A  
Within City Limits: No  
City Name:

ADDITIONAL INFORMATION

Grant Application Type

<b>Grant Application Type:</b> <b>Category Two Pre-Project Activities</b>
<b>Grant Application Type:</b> <b>Category Two Pre-Project Activities</b>

<b>PROJECT OTHER CONTACTS INFORMATION</b>
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<b>Other Grant Project Contacts</b>
Name: Mr. Fred Hunt, Project Role: Day-to-Day Responsibility Phone: 5302955630 Phone Ext: E-mail: fred.hunt@ca.usda.gov

## UPLOADS

The following pages contain the following uploads provided by the applicant:

Upload Name
Completed Application Checklist
Table of Contents
Table of Contents
Full Application Form
Authorization to Apply or Resolution
Narrative Descriptions
CEQA Documentation
Detailed Budget Form
Long Term Management Plan
Project Location Map
Parcel Map Showing County Assessors Parcel Number
Topographic Map
Photos of the Project Site
Photos of the Project Site



Photos of the Project Site
Restrictions/Agreements
Leases or Agreements
Land Tenure- Only for Site Improvement Projects

To preserve the integrity of the uploaded document, headers, footers and page numbers have not been added by the system.

Instructions for use of this form:

1. Scroll down and check the box indicating completion of requested information in the appropriate format.

• You can move among the boxes by using your mouse or the "Tab" key.

2. When you have completed the form, print and sign at the bottom.

*Please note: Adobe® Reader® does not allow you to save your work. It is very important that you print out your form immediately after completing it.*

## Appendix B1

### Full Application Checklist

Project Name: Fish Friendly Farming Phase 2 EG ID#: 734

Applicant: El Dorado County Resource Conservation District

Please mark each box: check if item is included in the application; mark "N/A" if not applicable to the project. "N/A" identifications must be explained in the application. Please consult with SNC staff prior to submission if you have any questions about the applicability to your project of any items on the checklist. All applications must include a CD including an electronic file of each checklist item, if applicable. The naming convention for each electronic file is listed after each item on the checklist. (Electronic File Name = EFN: "naming convention". file extension choices)

Submission requirements for all Category One and Category Two Grant Applications

1. ☒ Completed Application Checklist (EFN: *Checklist.pdf*)
2. ☒ Table of Contents (EFN: *TOC.doc or .docx*)
3. ☒ Full Application Project Information Form (EFN: *fapi.doc or .docx*)
4. ☒ Authorization to Apply or Resolution (EFN: *authorization.doc or .docx*)
5. ☒ Narrative Descriptions - Submit a single document (maximum 10 pages, Arial 12 pt font, 1 inch margins) that includes each of the following narrative descriptions (EFN: *Narrative.doc or .docx*)
  - a. ☒ Detailed Project Description
    - ☒ Project Description including Goals/Results, Scope of Work, Location, Purpose, etc.
    - ☒ Project Summary
    - ☒ Environmental Setting
  - b. ☒ Workplan and Schedule
  - c. ☐ Restrictions, Technical/Environmental Documents and Agreements – Category 1 projects only N/A
  - d. ☒ Organizational Capacity

- e. ☒ Cooperation and Community Support
  - f. ☒ Long Term Management and Sustainability
  - g. ☒ Performance Measures
6. Supplemental and Supporting documents
- a. ☒ CEQA/NEPA Compliance Form (EFN: CEQAform.doc or .docx)
    - ☐ California Environmental Quality Act (CEQA) documentation (EFN: CEQA.pdf)
    - ☐ National Environmental Policy Act (NEPA) documentation (EFN: NEPA.pdf)
  - b. ☒ Detailed Budget Form (EFN: Budget.xls, .xlsx)
  - c. Restrictions, Technical/Environmental Documents and Agreements, as applicable – Category 1 projects only N/A
    - ☐ Restrictions / Agreements (EFN: RestAgree.pdf)
    - ☐ Regulatory Requirements / Permits (EFN: RegPermit.pdf)
  - d. Cooperation and Community Support
    - ☐ Letters of Support (EFN: LOS.doc, .docx or .pdf)
  - e. Long-Term Management and Sustainability
    - ☒ Long-Term Management Plan (EFN: LTMP.pdf)
  - f. Maps and Photos
    - ☒ Project Location Map (EFN: LocMap.pdf)
    - ☒ Parcel Map showing County Assessor's Parcel Number(s) (EFN: ParcelMap.pdf)
    - ☒ Topographic Map (EFN: Topo.pdf)
    - ☒ Photos of the Project Site (10 maximum) (EFN: Photo.jpg, .gif)
  - g. Additional submission requirements for Conservation Easement Acquisition applications only
    - ☐ Acquisition Schedule (EFN: acqSched.doc, .docx, .rtf, .pdf)
    - ☐ Willing Seller Letter (EFN: WillSell.pdf)
    - ☐ Real Estate Appraisal (EFN: Appraisal.pdf)
    - ☐ Conservation Easement Language (EFN: CE.pdf)
    - ☐ Third Party Transfer Acknowledgment Letter (if applicable) (EFN: Transfer.pdf)
  - h. Additional submission requirements for Site Improvement / Restoration Project applications only
    - ☒ Land Tenure Documents – attach only if documentation was not included with Pre-application (EFN: Tenure.pdf)
    - ☐ Site Plan (EFN: SitePlan.pdf)
    - ☐ Leases or Agreements (EFN: LeaseAgmnt.pdf)

I certify that the information contained in the Application, including required attachments, is accurate.

  
 Signed \_\_\_\_\_  
 (Authorized Representative)

10/22/12  
 \_\_\_\_\_  
 Date

Mark Egbert, District Manager

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Name and Title (*print or type*)

## Table of Contents

Project Name: Fish Friendly Farming Phase 2

Applicant: El Dorado County Resource Conservation District

Date: October 18, 2012

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Detailed Budget Form.....	Budget.xls
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<i>Long-Term Management Plan</i> .....	LTMP.pdf

## Maps and Photos

*Project Location Map*..... *LocMap.pdf*

*Parcel Map*..... *ParcelMap.pdf*

*Topographic Map*..... *Topo.pdf*

*Photos of the Project Site*..... *Photo.pdf*

## Additional Submission Requirements

*Land Tenure Documents*..... *Tenure.pdf*

Instructions for use of this form:

1. Scroll down and check the box indicating completion of requested information in the appropriate format.

- You can move among the boxes by using your mouse or the "Tab" key.

2. When you have completed the form, print and sign at the bottom.

**Please note:** Adobe® Reader® does not allow you to save your work. It is very important that you print out your form immediately after completing it.

## Appendix B2

### Project Information Form

**PROJECT NAME** *(Limit name to 10 words or less)*

**EGID#** 734

Fish Friendly Farming Phase 2

**APPLICANT NAME** *(Legal name, address, and zip code)*

El Dorado County Resource Conservation District

100 Forni Rd, Suite A

Placerville

CA

95667

**PROJECT DESCRIPTION:** Refer to Sec. IV, 5a in the GAP.

Has the project description been updated from the project description submitted with the Pre-Application form? *(Choose One)* ☐ SAME ☒ UPDATED

#### CONSISTENCY WITH LOCAL GENERAL PLAN

Is this project consistent with the appropriate jurisdiction's (city/county) general plan?

☒ Yes ☐ No *(If not, explain why not.)*

#### WILLIAMSON ACT STATUS *(for conservation easement acquisition projects only)*

Is the project enrolled in a Williamson Act contract with the local county? ☐ Yes ☐ No

If yes, what is the expiration date of the contract? \_\_\_\_\_

#### FUNDING AND BUDGET INFORMATION

SNC Grant Request \$ 75,000

☐ Check if SNC is the sole funder of this project

#### PERSON WITH FISCAL MANAGEMENT RESPONSIBILITY FOR GRANT CONTRACT/INVOICING

*Name and title – type or print*

*Phone*

*Email Address*

☒ Mr. Mark Egbert, District Manager

530-295-5630

Mark.Egbert@ca.usda.gov

☐ Ms.

#### PERSON WITH DAY-TO-DAY RESPONSIBILITY FOR GRANT *(Only include this information if different from pre-application submittal)*

*Name and title – type or print*

*Phone*

*Email Address*

☒ Mr. Fred Hunt, Agricultural Specialist

530-295-5630

fred.hunt@ca.usda.gov

☐ Ms.



**COUNTY ADMINISTRATOR OR PLANNING DIRECTOR CONTACT INFORMATION** (*At least one entry with Email address is REQUIRED*)

Name: Terri Daly, El Dorado Co Chief Admin Officer

Phone Number: 530-621-5567

Email Address: terri.daly@edcgov.us

Name:

Phone Number:

Email Address:

**NEAREST PUBLIC WATER AGENCY (OR AGENCIES) CONTACT INFORMATION** (*At least one entry with Email address is REQUIRED*)

Name: Dave Eggerton, General Manager

Phone Number: 530-621-5392

Email Address: dave.eggerton@edcgov.us

Name:

Phone Number:

Email Address:

**Please identify the appropriate project category below and provide the associated details** (*Choose One – should be the same as the category identified in the pre-application*)

☐ Category One Site Improvement

☒ Category Two Pre-Project Activities

☐ Category One Conservation Easement Acquisition

☐ **Site Improvement/Conservation Easement Acquisition**

Project Area: \_\_\_\_\_

Total Acres: \_\_\_\_\_

SNC Portion (if different): \_\_\_\_\_

Total Miles (i.e. river or stream bank): \_\_\_\_\_

SNC Portion (if different): \_\_\_\_\_

**For Conservation Easement Acquisitions Only**

☐ Appraisal Included

☐ Will submit appraisal by \_\_\_\_\_

**Select one primary Site Improvement/Conservation Easement Acquisition deliverable**

☐ Stream Restoration/Protection

☐ Management Practices Changes

☐ Natural Resource Protection

☐ Infrastructure Development/Improvement

☐ Conservation Easement

**Does the applicant intend to transfer the easement to a third party?** ☐ Yes ☐ No

If yes, is the third party organization known? ☐ Yes ☐ No If yes, please attach a letter from this organization documenting their willingness to assume the long term management of the project.

☒ **Pre-Project Activities**

**Select one primary Pre-Project deliverable**

☐ Permit

☐ Condition Assessment

☐ CEQA/NEPA

☐ Biological Survey

☐ Appraisal

☒ Environmental Site Assessment

☐ Plan



El Dorado County Resource Conservation District  
100 Forni Road, Suite A • Placerville, CA 95667 • Phone (530) 295-5630, Fax (530) 295-5635

## **RESOLUTION NO. 2012-08**

### **Of the Board of Directors of the El Dorado County Resource Conservation District**

*A Resolution Authorizing Development of the "Fish Friendly Farming Phase II Program Grant Proposal" under the Sierra Nevada Conservancy Proposition 84 Grants Program.*

WHEREAS, On November 7, 2006, California voters passed Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coast Protection Bond Act of 2006. Proposition 84 includes \$54 million for the Sierra Nevada Conservancy (SNC) to distribute to eligible organizations for the protection and restoration of rivers, lakes and streams, their watersheds and associated land, water, and other natural resources; and

WHEREAS, the SNC has been delegated the responsibility for the administration of a portion of these funds through a local assistance grants program, establishing necessary procedures; and

WHEREAS, said procedures established by the Sierra Nevada Conservancy require a resolution certifying the approval of the *Fish Friendly Farming Phase II Program* (Project) Application by the El Dorado County Resource Conservation District (District) governing board before submission of said application to the SNC; and

WHEREAS, the District, if selected, will enter into an agreement with the SNC to carry out the Project; and

WHEREAS, the District has identified the Project as valuable toward meeting its mission and goals; and

WHEREAS, Division 9 of the PRC Sec. 9408 (b) states: Districts may cooperate with counties and cities on resource issues of local concern. It is the intent of the Legislature to encourage districts to facilitate cooperation among agencies of government to address resource issues of local concern; and


WHEREAS, Division 9 of the PRC Sec. 9409 states: The directors may make improvements or conduct operations on public lands, with the cooperation of the agency administering and having jurisdiction thereof, and on private lands, with the consent of the owners thereof, in furtherance of the prevention or control of soil erosion, water conservation and distribution, agricultural enhancement, wildlife enhancement, and erosion stabilization, including, but not limited to, terraces, ditches, levees, and dams or other structures, and the planting of trees, shrubs, grasses, or other vegetation; and

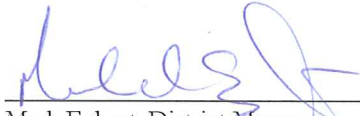
**NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the El Dorado County Resource Conservation District,**

- 1) Approves the submittal of an application for the *Fish Friendly Farming Phase II Program*; and
- 2) Certifies that the El Dorado County Resource Conservation District understands the assurances and certification requirements in the application; and
- 3) Certifies that the El Dorado County Resource Conservation District will have sufficient funds to operate and maintain the resource(s) consistent with the long-term benefits described in support of the application; or will secure the resources to do so; and

- 4) Certifies that the El Dorado County Resource Conservation District will comply with all legal requirements as determined during the application process; and
- 5) Appoints the District Manager of the District, as agent to conduct all negotiations, execute and submit all documents, including but not limited to: applications, agreements, payment requests, and so on, which may be necessary for the completion of the aforementioned project.

PASSED AND ADOPTED BY the Board of Directors of the El Dorado County Resource Conservation District on October 4, 2012.

By   
Chuck Mitchell, President  
Board of Directors

  
Mark Egbert, District Manager

Date 10/2/12

Date 10/2/12

## Narrative Description

SNC Reference Number

734

County: El Dorado

Applicant: El Dorado County Resource Conservation District

Project Title: Fish Friendly Farming Phase 2.

### **Detailed Project Description**

Agricultural and rangelands in the Sierra Nevada provide benefits to the local economy and the local environment. This proposal will improve the management of these lands in El Dorado County through the continued use of the Fish Friendly Farming (FFF) and Fish Friendly Ranching (FFR) Environmental Certification Programs. The FFF/ FFR program addresses a range of environmental improvements on private land and integrates these improvements in the farming and ranching operation for long term public and environmental benefits. The FFF/ FFR program also identifies management measures and designs projects for water quality, water conservation and fish and wildlife habitat improvements. The Ca. Land Stewardship Institute (CLSI) operates the FFF/ FFR program and under this proposal CLSI will partner with the El Dorado County Resource Conservation District (RCD) and the University of California Cooperative Extension (UCCE).

### **Environmental Setting**

El Dorado County in the central Sierra (Figure 1) is a major winegrape growing area with over 4600 acres of vineyards and orchards distributed over the county. Rangeland used for dryland grazing covers 129,000 acres above the SNC boundary. Figure 2 depicts the irrigated farmland and dryland grazing areas above 1250 ft in El Dorado County.

These lands serve as a working landscape where economic uses such as livestock operations and farming exist within a landscape of streams, rivers and their watershed lands. These lands support a diverse assemblage of native plant and wildlife species interspersed within and around the farming and grazing lands. Improvements to the management of the farm and grazing lands increases the water quality and water flow in streams, the sustainability of soils and agricultural productivity, the quality and continuity of habitats and the value of farm products. The FFF/ FFR program while focusing on private land produces benefits to many public resources while improving the economic viability of each farm or ranch.

Most of this area drains to the Consumes River or the American River. The Consumes River is an undammed waterway with a substantial nature preserve in its downstream reaches. According to the Basin Plan of the Central Valley Regional Water Quality Control Board (CVRWQCB) the upper Consumes River provides the following beneficial uses: domestic water supply, agricultural irrigation supply, contact recreational use, cold freshwater habitats, cold spawning habitats and wildlife habitat. The American River

flows into Folsom Reservoir operated by the Bureau of Reclamation. The Basin Plan lists municipal water supply, power generation, agricultural irrigation supply, contact recreation, cold freshwater habitat, wildlife habitat and cold spawning habitat as beneficial uses.

Water quality impacts from agricultural and ranch lands in the Central Sierra are from nonpoint sources, or widely distributed locations that each generate small amounts of sediment, nutrient and pesticide/herbicide pollutants. Agricultural operations in this area use low volumes of irrigation water and do not generate return flows, a major source of pollutants in the Central Valley. Instead pollutants are generated through storm water runoff, direct drift or spillage of pesticides. Ranches have similar mechanisms of pollutant delivery - storm water runoff transports sediment and pathogen bacteria into waterways. Numerous water quality studies recognize that nonpoint source pollution has to be addressed through implementation of best management practices (BMPs) such as filter strips, cover crops and critical area planting, riparian revegetation, drainage improvements and road repair to minimize the potential for soil erosion and pesticide runoff. El Dorado County is part of the Irrigated Lands Regulatory Program of the CVRWQCB. Water quality monitoring is done at four stations in El Dorado County.

The FFF Program provides support to farmers and ranchers who are seeking to learn the best management practices for sustainable long-term productive use of the land while also improving water quality and wildlife habitat, and as such is consistent with the El Dorado County General Plan, which states as Objective 2.1.3: "Provide a land use pattern that maintains the open character of the County, preserves its natural resources, recognizes the constraints of the land and of infrastructure and public services, and preserves the agricultural and forest/timber area to ensure its long-term viability for agriculture and timber operations;" and as Goal 8.1: "Long-term conservation and use of existing and potential agricultural lands within the County and limiting the intrusion of incompatible uses into agricultural lands." In addition, the emphasis of the program on retaining and increasing native riparian vegetation is compatible with Objective 2.3.1: "Provide for the retention of distinct topographical features and conservation of the native vegetation of the County." The Beneficial Management Practices (BMPs) promoted by the FFF Program align with the following Goals of the General Plan: Goal 7.1: "Conserve and protect the County's soil resources;" Goal 7.3: "Conserve, enhance, and manage water resources and protect their quality from degradation;" Goal 7.4: "Identify, conserve, and manage wildlife, wildlife habitat, fisheries, and vegetation resources of significant biological, ecological, and recreational value;" and Goal 7.6: "Conserve open space land for the continuation of the County's rural character, commercial agriculture, forestry and other productive uses, the enjoyment of scenic beauty and recreation, the protection of natural resources, for protection from natural hazards, and for wildlife habitat."

## **Goals**

The goals of the FFF/ FFR Programs are to:

- **Improve and sustain high levels of water quality in rivers, lakes and streams through pollution prevention measures on farms and ranches.**

As part of this proposal pollution prevention analyses will be carried out on a minimum of 3000 acres of farm and ranch lands up to a maximum of 5000 acres in El Dorado County. Deliverables: BMP list with timeline and project designs (as applicable) for each site up to the 5000 acres maximum. BMPs include pollution prevention for agricultural chemicals, sediment sources, water conservation, livestock management to reduce bacterial pollution as well as stream revegetation.

- **Improve, sustain and increase the ecological integrity of riparian corridors and wetlands through projects on farm and ranches.**

As part of this proposal we estimate that the site assessments will include approximately 15 linear ft of creek/river corridor per acre of farm and ranch land.

Deliverables: For all of these streams the assessments will provide either BMPs for improvements or a project design if needed.

- **Sustain and preserve working landscapes and economic uses of land**

By improving the environmental condition of farms and ranches especially for water quality the FFF/FFR program makes these areas sustainable with less regulation.

Deliverables: List of certified sites and record of BMP implementation.

- **Increase opportunities for agricultural tourism through the promotion of FFF/FFR certified sites and labeled products**

CLSI provides the tools for marketing and promotion of each site with our logo and signs. Deliverables: Project information materials for Ag tourism groups for marketing and publicity of local areas.

- **Develop a regional program for long term improvements in water quality and habitats and sustainable agriculture and ranching.**

This proposal will fund the FFF/ FFR program in El Dorado County. CLSI is also working with the Amador County RCD and Placer County RCD to extend the program on a regional basis. Deliverables: Increased acres in the FFF/ FFR program and greater improvements to water quality, habitat and sustainability.

## **Project Description**

In 2008 the SNC approved a grant to the Georgetown Divide/El Dorado RCD to partner with CLSI to develop and implement a version of the FFF program in El Dorado County. The FFF program had successfully implemented water quality improvements on over 120,000 acres statewide. The Sierra Foothills FFF program includes Beneficial Management Practices (BMPs) for winegrapes, plums, peaches, nectarines, cherries, walnuts, olives, pears, apples and Christmas trees. Each of these crops has specific diseases and pests and chemical usage as well as tillage, weed control, fertilizer use, irrigation and other practices. The FFF program BMPs use Integrated Pest Management (IPM) as well as a number of other measures to reduce pollutants in runoff and create additional habitat on farms. The FFR program was developed in 2011 and focuses on reducing erosion and bacterial pollution into waterways as well as creek restoration and sustainable livestock operations. Both programs provide the landowner with use of the FFF logo in marketing and labeling their products. Currently there are a number of El Dorado growers who are using the logo. Growers in El Dorado County enrolled 2750 acres and participation in the FFF program has been steadily growing.

Growers in nearby counties such as Amador and Placer want to participate in the FFF program.

This Category 2 planning project will provide for a minimum of 3000 acres up to a maximum of 5000 acres of farm and ranch lands to be assessed using the Sierra Foothills FFF/ FFR program and needed BMPs and projects to be prescribed.

The FFF/FFR program requires a number of steps:

- Landowner enrolls property, receives FFF/FFR workbooks and site maps and attends two workshops on management measures. Enrollment will occur prior to contract with SNC.
- CLSI completes site assessment with owner/manager
- CLSI working with owner identifies problems and needed BMPs and any needed projects. Projects are defined as more complex efforts than BMPs and may require permits to implement. Owner and CLSI complete farm plan template including BMP prescriptions.
- UCCE works with growers to establish tools to revise pesticide use in winegrapes
- CLSI and RCD discuss BMPs with owner
- CLSI completes project designs.
- Properties are certified by Agricultural Commissioner and Natural Resource Conservation Service (NRCS)
- Landowner is able to use FFF/ FFR logo in marketing or labeling products and site signage.
- Landowner implements BMPs separately from this grant but with assistance from CLSI and RCD and completes annual photo monitoring
- Also separate from this grant CLSI and RCD work with landowner to find funding for project implementation.

Each site assessment will be comprehensive covering:

- Soil erosion – a complete sediment source inventory and mapping will be done including tilled areas, roads, corrals, existing erosion sites and other areas to identify active erosion. Movement of soil particles into waterways is a major pathway for pesticides to enter streams and rivers.
- Water use – type of irrigation and frost control system will be assessed along with efficiency evaluation
- Chemical use – for each crop the chemical/cultural control measure for each pest and disease is assessed. The toxicity of currently used chemicals is compared to alternative measures. Chemical storage, mix and load sites and application measures are assessed for precautions against spills, drift and groundwater contamination. Use of IPM measures such as insectary rows, beneficial insect habitat, tolerance of pest damage to support beneficial insects and other measures are evaluated.
- Stream network – the network of perennial, intermittent and ephemeral creeks is mapped on the site and assessed for geomorphic condition, vegetative type and cover, presence of invasive nonnative plants, potential for improvements to fish

and wildlife habitat, potential to increase connectivity within the watershed, create wildlife corridors and other features.

- Agricultural areas – farmed lands are mapped and assessed for measures to protect against soil erosion such as cover crops, the condition of the agricultural drainage system, fertilizer use and overall soil health.
- Grazing areas – grazed areas are mapped along with fence lines, watering areas, supplement locations, shade structure locations, corrals and service areas, creek crossings and sensitive habitat or rare plant areas. The operation is evaluated for the season of use of various grazing areas, type of operation, herd size, rangeland capacity, residual dry matter and other features. All of these features determine if sediment and pathogen bacteria delivery to creeks is limited to the greatest degree possible by management measures in use.
- Non-agricultural areas – uplands are evaluated for vegetation type, use and potential for enhancement of native plants or wildlife habitat.

The assessment is prepared with the grower/rancher in order to include the detailed and historic knowledge of the operator and create a collaborative working relationship. For each assessment a series of BMPs is prescribed to revise management practices and make specific improvements to water quality, in-stream flows, fish and wildlife habitat and improve the sustainability of the operation. The BMPs to be prescribed include 38 for irrigated agricultural lands and 36 for ranches such as:

- Winter cover crops and critical area plantings on all farmed land to protect soil against sheet or rain strike erosion;
- Elimination of wet weather tillage;
- Erosion control on field roads, ranch roads and year round roads;
- Vegetated filter strips adjacent to all waterways;
- Stabilization and revegetation of rills and gullies over the property;
- Installation of rock dissipaters at pipe outlets to eliminate gully formation;
- Stabilization of creek crossings and modification if a fish migration barrier exists;
- Eradication of invasive non-native plants;
- Revegetation of ephemeral, seasonal and year round waterways and wetlands with local genetically appropriate native plants;
- Reduction in pesticide and fertilizer use through IPM practices and modification of storage, mixing and application practices to protect surface and groundwater;
- Elimination of use of chemicals known to leach into groundwater;
- Grazing management to provide adequate residual dry matter to protect soils and reduce negative effects on riparian corridors and wetlands;
- Water conservation practices.

Outcomes of each site assessment will be described by the results of implementing the assessment including: tons of sediment retained from waterways, acres with soil and water conservation completed, miles of roads and waterways treated for erosion, acres of nonnative plant removal and native plant revegetation, acres of wetlands enhanced, acres of rangeland treated with improved grazing management.



Ongoing water quality monitoring through the water quality coalition will document improvements over time. To obtain and continue to use the FFF label and logo landowners must continue to implement all BMPs creating long term public benefits. Additionally the use of the FFF certification as compliance under CVRWQCB's irrigated lands program is being sought as is done in Regions 1 and 2.

In order to meet SNC's requirements we have already completed outreach to growers and ranchers and have identified those who are interested in enrolling in the program. We will use the alternative land tenure process and have attached our landowner agreement/enrollment form and landowner list. Since there are numerous separate parcels involved in this proposal we are not able to provide a map of all the parcels.

### **Project Summary**

Nonpoint source pollutants consisting of sediment, pesticides, fertilizers and bacterial pathogens are derived from farms and ranches distributed over El Dorado County. These private lands contain significant fish and wildlife habitats and stream areas. The Fish Friendly Farming/Fish Friendly Ranching (FFF/FFR) programs operated by the nonprofit Ca. Land Stewardship Institute (CLSI) work directly with landowners to complete a comprehensive assessment of all soil erosion sources, chemical use, stream network, water use, grazing operations, fish and wildlife habitats and agricultural land management practices. Beneficial Management Practices (BMPs) are prescribed and if needed projects are designed using the FFF/FFR templates and working with the owner. This proposal would complete these assessments on a minimum of 3000 acres up to a maximum of 5000 acres including 45,000 to 75,000 linear feet of creek assessments. Revegetation designs will be completed for up to 20,000 linear feet of creek corridor. Both the El Dorado County RCD and the University of California Cooperative Extension will be partners with CLSI for this grant. The FFF/ FFR program provides for certification of each site by the County Agricultural Commissioner and NRCS. Once certified the owner can use the FFF/ FFR logo to market products and publicize their sustainable practices. CLSI has identified 111 agricultural and ranching properties likely to enroll in the FFF/ FFR program and will complete land owner agreements /enrollment forms before the SNC contract is issued. Outcomes of each site assessment will be described by the potential results of implementing the assessment including: tons of sediment retained from waterways, acres with soil and water conservation completed, miles of roads and waterways treated for erosion, acres of nonnative plant removal and native plant revegetation, acres of wetlands enhanced, acres of rangeland treated with improved grazing management.

### **Work plan and Schedule**

We are assuming a start date of 5/2013 and an end date of 3/1/2016

#### **Task 1 Project Management – throughout project**

Oversight of subcontracts, preparation of invoices and 6-month progress reports, coordination with SNC staff, performance measure reporting.

Deliverables: Progress reports with performance measure reporting, invoices, subcontracts, final report with performance measure reporting

Task 2 Site Enrollment 5/2013; 10/2013-1/2014; 10/2014-1/2015

We have listed a number of agricultural and ranching sites who are interested in participating. We will complete enrollment/landowner agreement forms with each landowner prior to the SNC contract and prepare maps of topography, soils and an aerial photography at 1"=500'

Deliverables: List of enrolled sites, landowner agreements

Task 3 BMP Training for Landowners 6/2013; 1/2014; 1/2015

It is essential that landowners are actively engaged in improving land management practices. Each enrolled site will send 1-2 representatives to a series of two workshops. FFF/FFR workshops will be distributed. University of California Cooperative Extension (UCCE) staff will work with CLSI to provide presentations on soil erosion control techniques, stream care and revegetation, wildlife habitat enhancement, Integrated Pest Management (IPM), pesticide storage and protection of surface and groundwater and water conservation.

Deliverables: Workshop schedule and presentations

Task 4 Site Assessments 5/2013-8/2013; 3/2014-8/2014; 3/2015-8/2015

CLSI will meet with landowners and work with them to perform a comprehensive assessment of their lands. This will include mapping features and working with the owner to complete the FFF farm plan template and BMP implementation timeline. CLSI will produce a summary of needed BMPs and projects for each site.

Deliverables: Site description and BMP timeline for each site for a total of 3-5,000 acres

Task 5 Improving Data Collection and Revising Pesticide Use 6/2013-3/2016

One method for revising the use of pesticides is to use precise environmental data. For winegrapes fungicides are the primary chemical used. In most regions weather stations are used in each micro-climate to measure temperatures and humidity and be used with a computerized mildew model. This type of analysis provides for the precise use of chemicals reducing overall use and improving the quality of grapes sustaining the farm operation. As part of the FFF program we would like to set up a weather station as a demonstration of a management method that growers need to adopt.

Deliverables: New methodology for revising use of fungicides in winegrapes

Task 6 Certification 8/2013-9/2013; 8/2014-9/2014; 8/2015-2/2016

CLSI will coordinate with the El Dorado County Agricultural Commissioner, Natural Resource Conservation Service and UCCE to complete certifications. The certifiers

review the farm plan, review the site and add BMPs if needed. They approve the site, approve with modifications or reject with an explanation. Once the certification is completed CLSI issues a certificate to the owner.

Deliverables: Copies of certificates

#### Task 7 Project Designs 8/2013-3/2016

For sites where erosion control, revegetation or wildlife enhancement projects are identified, CLSI will complete designs to allow for permitting and implementation.

Deliverables: Project designs for six major projects or 10 small projects selected by severity of problem on natural resources or operation.

#### Task 8 Implementation 6/2013-3/2016 Match funds only

Using our own funds, CLSI will work with growers to assure they implement the BMP portion of their farm plans and complete annual photo monitoring. In addition we will work with the RCD and NRCS to find funds for implementation of project designs and complete permit requirements. Deliverables: Implementation summary

#### **Restrictions, Technical Documents and Agreements – Category 1 Projects Only**

This section does not apply to this Category 2 project.

#### **Organizational Capacity**

The El Dorado County Resource Conservation District (RCD), under Resolution 2012-07, understands the assurances and certification requirements in the application. Division 9 of the PRC Sec. 9409 states: The RCD's may make improvements or conduct operations on public lands, with the cooperation of the agency administering and having jurisdiction thereof, and on private lands, with the consent of the owners thereof, in furtherance of the prevention or control of soil erosion, water conservation and distribution, agricultural enhancement, wildlife enhancement, and erosion stabilization. The RCD has implemented several agreements with the SNC and other Federal and State agencies. It has the staffing and partnership base to ensure Project Scope, Budget and Schedule are adhered to.

CLSI currently operates the FFF program in five counties including Napa, Sonoma, Mendocino, Solano and El Dorado on over 120,000 acres. Our staff all work on the FFF program as well as numerous restoration projects and include erosion control specialists, botanists with revegetation and habitat restoration experience, GIS specialists and rangeland conservation specialists. All of our staff work with private landowners and understand how to collaborate with farmers and ranchers. Laurel Marcus, our Executive Director will oversee the work on the grant and is the author of the FFF/ FFR programs. Ms Marcus will teach the workshops, review the site assessments and BMPs prescribed. She will also prepare the project designs. Ms Marcus has over 30 years of experience in this field. CLSI has developed field methods to efficiently assess land conditions, map features accurately and work with growers. We have the capacity to complete the proposed project.

### **Cooperation and Community Support**

CLSI developed this proposal in conjunction with the El Dorado County RCD and Central Sierra UCCE. We have also coordinated with a number of growers and ranchers. It was difficult to request support letters from specific growers as it is currently harvest and growers are very busy. However we have compiled a list and will complete landowner agreements/enrollment forms with these growers and ranchers (Tenure.pdf).

### **Long Term Management and Sustainability**

In other regions where the FFF program operates growers implement the BMPs prescribed in the assessment. CLSI works with the grower to provide needed technical assistance. Each BMP has a timeline for implementation depending on the severity of the problem. In order to be re-certified 5-7 years after the initial certification the growers need to demonstrate progress on implementation. Recertification is required to continue use of the FFF logo. Also the program is structured to revise land management practices and so has a long term effect.

For the project designs, the RCD will work with CLSI and NRCS to find farm bill programs or other funding for implementation. The majority of growers and ranchers in the El Dorado area are small operations and qualify for farm bill programs like EQIP. The completion of a comprehensive assessment of site conditions allows for a higher score in the local prioritization of EQIP projects. The RCD and CLSI will also evaluate other federal, state and private sources of funding for projects. Over the 15 year history of the FFF program CLSI has always identified funding for projects.

### **Performance Measures**

#### Number of People Reached:

The operation of the program in El Dorado County will involve diverse participants, including Sierra Nevada residents, landowner groups and individuals, conservation groups and individuals, government officials, and resource professionals. The RCD will track the participation of these groups and the number of people reached through the use of sign-in sheets at FFF BMP workshops, FFF enrollment forms, and attendees at the FFF program completion award ceremony at the end of the grant period. In addition, the RCD will track unique visitors to the FFF Sierra Nevada web page, once it is online. This information will be compiled into a spreadsheet and submitted to the Grant Manager.

#### Dollar Value of Resources Leveraged for the Sierra Nevada:

This Category 2 grant will provide for site assessment with BMP prescriptions for 3-5000 acres of farm and ranch land. We expect the majority of the BMPs to be implemented by landowners. The value of this implementation will be tracked along with the value of landowner's time to complete the assessments. As additional grants are received for project implementation we will also track these funds.

#### Number and Type of Jobs Created:

The FFF Program is expected to directly create jobs in the Farming, Construction, and Professional, Scientific, & Technical Services occupational groups, through the implementation of BMPs and restoration projects. In addition, the opportunity for use of FFF certification to increase agricultural tourism may indirectly create jobs in the Accommodation and Food Service and Other Services occupational groups. The RCD will use SNC's recommended approach to estimating the number of jobs created.

#### Number and Value of New, Improved, or Preserved Economic Activities

The FFF Program is expected to aid in the preservation of agriculture and working landscapes in El Dorado County and provide new opportunities for agricultural tourism. Properties that are certified under the FFF Program with a certification sign on the property. These signs have proven very popular with participants in El Dorado County and other areas, and can be a highly visible method for increasing public relations and media attention. The RCD will use the number of properties certified as the means of estimating this Performance Measure.

#### Number of Collaboratively Developed Plans and Assessments

For each property enrolled in the FFF Program, RCD and CLSI staff work extensively with the landowner/land manager to create an individualized, site-specific assessment and BMP prescription, which documents existing conditions and makes recommendations for implementing BMPs and projects where necessary. The RCD will use the number of site assessments created by this grant for this Performance Measure.

#### Percent of Pre-Project Planning Efforts Resulting in Project Implementation

Properties certified under the FFF Program are expected to implement their required BMPs according to the timeline recommended for each BMPs or show significant progress toward implementation, in order to be recertified. For this Performance Measure, The RCD will check certified properties for progress on required actions one and three years after the end of the SNC grant, and report the results.

#### Measurable Changes in Knowledge or Behavior

Participants in the FFF Program are required to attend a series of workshops covering all of the elements of the FFF/FFR program including road erosion, creek erosion and vegetation management, cover crops, and other BMPs to improve water quality and wildlife habitat. To track changes in knowledge or behavior, CLSI will administer a survey to attendees at the beginning of the first workshop to assess pre-existing knowledge and behavior. The RCD will then administer a post-project survey to participants at the certification visit to measure changes in knowledge and behavior, and will report on the results.

#### **Budget Narrative**

The project outlines a strategy to implement the ready-to-proceed elements and only those necessary to achieve stated goals. Project tasks are based on previous projects, local cost, and project need. Only direct project costs for items within the scope of the project and within the time frame of the project agreement are presented. In-kind

resources are also detailed. There are no activities performed under the grant will directly generate revenues.

# Appendix B4

## SIERRA NEVADA CONSERVANCY

### PROPOSITION 84 - DETAILED BUDGET FORM

Project Name: Fish Friendly Farming Phase 2  
Applicant: El Dorado Resource Conservation District

SECTION ONE				Project Cost Breakdown				
DIRECT COSTS	Units	Unit Cost	Total Cost	Year One (2013)	Year Two (2014)	Year Three (2015)	Year Four (2016)	Total
<b>El Dorado RCD personnel:</b>								
Coordinator Fred Hunt	100	50	5,000.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$5,000.00
<b>Project Consultants:</b>								\$0.00
Ca. Land Stewardship Institute			54,500.00	\$7,000.00	\$15,000.00	\$16,250.00	\$16,250.00	\$54,500.00
UCCE			7,000.00	\$5,000.00	\$668.00	\$666.00	\$666.00	\$7,000.00
								\$0.00
<b>DIRECT COSTS SUBTOTAL:</b>	100	\$50.00	\$66,500.00	\$13,250.00	\$16,918.00	\$18,166.00	\$18,166.00	\$66,500.00

SECTION TWO				Project Cost Breakdown				
INDIRECT COSTS	Units	Unit Cost	Total Cost	Year One	Year Two	Year Three	Year Four	Total
Printing			500.00	\$125.00	\$125.00	\$250.00		\$500.00
Project materials & supplies purchased, postage, brochures			500.00	\$125.00	\$125.00	\$250.00		\$500.00
			0.00					\$0.00
			0.00					\$0.00
<b>INDIRECT COSTS SUBTOTAL:</b>	0	\$0.00	\$1,000.00	\$250.00	\$250.00	\$500.00	\$0.00	\$1,000.00
<b>PROJECT TOTAL:</b>	100	\$50.00	\$67,500.00	\$13,500.00	\$17,168.00	\$18,666.00	\$18,166.00	\$67,500.00

SECTION THREE				Project Cost Breakdown				
Administrative Costs (Costs may not to exceed 15% of total Project Cost) :	Units	Unit Cost	Total Cost	Year One	Year Two	Year Three	Year Four	Total
Organization operating/overhead costs, performance measures reporting, invoicing, progress report preparation			7,500.00	\$1,875.00	\$1,875.00	\$1,875.00	\$1,875.00	\$7,500.00
			0.00					\$0.00
<b>ADMINISTRATIVE TOTAL:</b>	0	\$0.00	\$7,500.00	\$1,875.00	\$1,875.00	\$1,875.00	\$1,875.00	\$7,500.00
<b>SNC TOTAL GRANT REQUEST:</b>	100	\$50.00	\$75,000.00	\$15,375.00	\$19,043.00	\$20,541.00	\$20,041.00	\$75,000.00

SECTION FOUR				Years Fund Received				
OTHER PROJECT CONTRIBUTIONS				Year One	Year Two	Year Three	Year Four	Total
<i>List other funding or in-kind contributors to project (i.e. Sierra Business Council, Department of Water Resources, etc.)</i>								
Federal NRCS grant to RCD			20,000.00	\$20,000.00				\$20,000.00
CLSI inkind services			5,000.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$5,000.00
Landowners estimated at 40 hrs X minimum of 45 owners @ \$30/hr			\$54,000.00	\$13,500.00	\$13,500.00	\$13,500.00	\$13,500.00	\$54,000.00
<b>Total Other Contributions:</b>	0	\$0.00	\$79,000.00	\$34,750.00	\$14,750.00	\$14,750.00	\$14,750.00	\$79,000.00



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El Dorado County Resource Conservation District  
100 Forni Road, Suite A | Placerville, CA 95667 | Phone (530) 295-5630, Fax (530) 295-5635

## **EL DORADO COUNTY RESOURCE CONSERVATION DISTRICT AGREEMENT NO. \_\_\_\_\_**

### **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 201\_ by and between the:

EL DORADO COUNTY RESOURCE CONSERVATION DISTRICT  
100 Forni Road, Suite A  
Placerville, CA 95667

a political subdivision of the State of California, hereinafter referred to as "RCD", and

CALIFORNIA LAND STEWARDSHIP INSTITUTE  
550 Gateway Drive #108  
Napa, CA 94558

hereinafter referred to as "CONTRACTOR";

### **RECITALS**

**WHEREAS**, RCD wishes to obtain specialized services, as authorized by Government Code section 31000, in order to complete the following project in El Dorado County:

Project Title: Fish Friendly Farming Environmental Certification Program – Phase 2.

Authority: \_\_\_\_\_.

Program: \_\_\_\_\_

**WHEREAS**, CONTRACTOR is willing to provide such specialized services to RCD under the terms and conditions set forth herein;

### **TERMS**

**NOW, THEREFORE**, RCD hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve RCD in accordance with the terms and conditions set forth herein:



**1. Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on \_\_\_\_\_, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause) or 10 (Termination for Convenience); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to RCD shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement may be automatically renewed for an additional year at the end of the Agreement period, under the same terms and conditions, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term.

**2. Scope of Services.** CONTRACTOR shall provide RCD those services set forth in Exhibit "A", and the terms of the Grant Agreements set forth in Exhibit "C", attached hereto and incorporated by reference herein.

**3. Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, RCD shall pay CONTRACTOR at the rates itemized per task set forth in Exhibit "A".

(b) Expenses. Travel and associated expenses will be reimbursed by RCD.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of \$\_\_\_\_\_ for professional services, provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.

(d) Budget Contingency Clause. If funding for any fiscal year is reduced or deleted by the State of California Sierra Nevada Conservancy (SNC) for purposes of this program, the RCD shall have the option to either cancel this Agreement with no liability occurring to the RCD, or offer an agreement amendment to Contractor to reflect the reduced amount.

**4. Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to RCD of an itemized billing invoice in a form acceptable to the El Dorado County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate as it pertains to Exhibit "A".

CONTRACTOR shall submit invoices not more often than monthly to the RCD District Manager, who, after review and approval as to form and content, shall submit the invoice to the RCD Board of Directors at their regularly scheduled monthly board meetings (exhibit 'B'). The RCD shall make payment of the Contractor's invoice within 30 days of the RCD receipt of Grant Funds from the SNC to cover the amount of the invoice. Grant Agreements set forth in Exhibit "C" authorize payment of Grant funds to the RCD contingent upon SNC verification that the Project, as implemented, is consistent with the Project Scope as described in Exhibit "C", together with any SNC approved amendments.

Any payment request that is submitted without the required itemization and documentation may not be authorized for payment. If the payment request package is incomplete, inadequate or inaccurate, the RCD

will dispute the invoice for reasonable cause and hold all or a portion of the payment requests until all required information is received or corrected. Any penalties imposed on CLSI by a contractor, or other consequence, because of delays in payment or other breach of the agreement between the CLSI and the contractor are the responsibility of CLSI and are not reimbursed under this agreement.

(b) Legal status. So that RCD may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be maintained on file with the Clerk of RCD's Board of Directors at all times during the term of this Agreement in a form satisfactory to the El Dorado County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

**5. Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, RCD employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that RCD may monitor the work performed by CONTRACTOR. RCD shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

**6. Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, RCD, in addition to any other rights or remedies which RCD may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

**7. Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. If and to the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement; including but not limited to, coverage for workers' compensation and disability, and shall provide RCD with certification of all such coverage's upon request by RCD's District Manager.

(b) Liability insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverage's, issued by a company licensed (admitted) to transact business in the State of California and/or having a A.M. Best rating of A VII or better:

1. General Liability. Commercial or comprehensive general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement.

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with

CONTRACTOR's business of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) combined single limit per occurrence.

(c) Certificates. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage which shall be filed by CONTRACTOR with the RCD prior to commencement of performance of any of CONTRACTOR's duties; shall be kept current during the term of this Agreement; shall provide that RCD shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the insurance coverage referenced in 7(b)(1), the certificate of insurance or endorsements attached thereto shall also name RCD, its officers, employees, agents and volunteers as additional insureds; shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of RCD shall pertain only to liability for activities of CONTRACTOR under this Agreement; and shall provide that the insurance provided is primary coverage to RCD with respect to any insurance or self-insurance programs maintained by RCD. Upon request of RCD's District Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be approved by, RCD's District Manager. At the option of and upon request by RCD's District Manager, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects RCD, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

## **8. Hold Harmless/Defense/Indemnification.**

### **(a) In General**

CONTRACTOR shall protect, defend, indemnify and hold harmless RCD, its board members, officers, directors, employees, agents, consultants, successors and assigns (hereinafter RCD) from and against all claims, demands, liabilities, causes of action, suits, legal or administrative proceedings for actual damages (including but not limited to special and consequential damages), natural resource damages, restitution, injuries, costs, response costs, remediation and removal costs, losses, debts, liens, interests, fines, penalties, charges and expenses (including but not limited to attorney's and expert witnesses fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity provision) of any kind whatsoever paid, incurred, suffered by, or asserted against the RCD which are claimed to or in any way arise out of or result from the Contractor's services, operations, or performance of this Agreement except for the sole or active negligence of the RCD. This provision shall survive the termination of any other agreement between the parties. The foregoing indemnity shall not have any dollar limitation. The foregoing indemnity is for the exclusive benefit of the RCD and in no event shall the indemnity rights hereunder inure to the benefit of any third party.

2. Notwithstanding anything to the contrary in (a), CONTRACTOR shall defend and indemnify RCD, and each of its officers, agents and employees, from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the investigation or its failure after the investigation to not reasonably disallow an employee from having personal contact or providing personal service.

**9. Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within 10 days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving 5

days written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices).

**10. Termination for Convenience.** This Agreement may be terminated by either party for any reason and at any time by giving no less than 30 days written notice of such termination to the other party and specifying the effective date thereof; provided, however, that no such termination may be effected by RCD unless an opportunity for consultation is provided prior to the effective date of the termination.

**11. Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for the convenience of a party under Paragraph 10, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of RCD, the property of and shall be promptly returned to RCD, although CONTRACTOR may retain a copy of such work for its personal records only.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to receipt of the notice of termination or commenced prior to receipt of the notice and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to RCD for damages sustained by RCD by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement was terminated for convenience or cause, and RCD may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to RCD from CONTRACTOR is determined.

**12. No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

**13. Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

RCD

EL DORADO COUNTY RESOURCE CONSERVATION DISTRICT  
100 Forni Road, Suite A  
Placerville, CA 95667

CLSI

CALIFORNIA LAND STEWARDSHIP INSTITUTE  
550 Gateway Drive #108  
Napa, CA 94558

**14. Compliance with RCD Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the District's Personnel Policies, copies of which are on file with the Clerk of the Board of Directors. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by RCD employees or contractors.

**15. Confidentiality.** Confidential information is defined as all information disclosed to CONTRACTOR which relates to RCD's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and

confidence, except with the prior written approval of RCD, expressed through its District Manager. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to RCD all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by RCD.

#### **16. No Assignments or Subcontracts.**

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of RCD, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for RCD to withhold its consent to assignment. For purposes of this subparagraph, the consent of RCD may be given by the Board of Directors.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

1. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only RCD, through its Board of Directors in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit "A". Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

#### **2. Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in El Dorado County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of El Dorado, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be El Dorado County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

**19. Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and

AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated there under (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of RCD by the State of California pursuant to agreement between RCD and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations there under to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to RCD for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

**20. Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold RCD harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that RCD is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish RCD with proof of payment of taxes or withholdings on those earnings.

**21. Access to Records/Retention.** RCD, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least five (5) years after RCD makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later. Upon completion of the Project, copies of all written, visual, electronic, and other materials or work products created under this Project, except for those which are used up or consumed in carrying out the Project, shall be provided upon request. The RCD shall have the full right to use said products in any manner it see's fit, free of any claim for additional compensation on the part of the

Grantee, or its vendors, or subcontractors.

**22. Authority to Contract.** CONTRACTOR and RCD each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

**23. Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to RCD and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as RCD may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, RCD may terminate this Agreement immediately upon giving written notice without further obligation by either party to the other under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that RCD has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the El Dorado County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless the District Manager has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. By authorizing its Chairman to execute this Agreement on its behalf, RCD's Board of Directors hereby determines in writing on behalf of RCD that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

**24. Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude RCD from publishing or otherwise distributing applications and information regarding RCD job openings where such publication or distribution is directed to the general public.

**25. Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

**26. Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

**27. Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

**28. Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, this Agreement was executed by the parties hereto as of the date first above written.

EL DORADO COUNTY RESOURCE CONSERVATION DISTRICT

100 Forni Road, Suite A

Placerville, CA 95667

By: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA LAND STEWARDSHIP INSTITUTE

550 Gateway Drive #108

Napa, CA 94558

By: \_\_\_\_\_

Date: \_\_\_\_\_



## **Appendix B3**

### **CEQA/NEPA Compliance Form**

#### **(California Environmental Quality Act & National Environmental Policy Act)**

Instructions: All applicants, including federal agencies, must complete the CEQA compliance section. Check the box that describes the CEQA status of the proposed project. You must also complete the documentation component and submit any surveys, and/or reports that support the checked CEQA status. NOTE: There is no page limit requirement on this form. You may use the space you need to fully describe the CEQA/NEPA status of this project.

If NEPA is applicable to your project, you must complete the NEPA section in addition to the CEQA section. Check the box that describes the NEPA status of the proposed project. Complete the documentation component and submit any surveys, and/or reports that support the NEPA status.

For both CEQA and NEPA, submittal of permits is only necessary if they contain conditions providing information regarding potential environmental impacts.

#### **CEQA STATUS**

##### **(All applicants must complete this section)**

Check the box that corresponds with the CEQA compliance for your project. The proposed action is either "Not a Project" under CEQA; is Categorically Exempt from CEQA; or requires a Negative Declaration, Mitigated Negative Declaration, or an Environmental Impact Report per CEQA.

---

☐ **"Not a Project" per CEQA**

1. Describe how your project is "Not a Project" per CEQA:

2. If appropriate, provide documentation to support the "Not a Project" per CEQA status.

☒ **Categorical Exemption or Statutory Exemption**

If a project is categorically exempt from CEQA, all applicants, including public agencies that provide a filed Notice of Exemption, are required to provide a clear and comprehensive description of the physical attributes of the project site, including potential and known special-status species and habitat, in order for the SNC to make a determination that the project is exempt. A particular project that ordinarily would fall under a specific category of exemption may require further CEQA review due to individual circumstances, i.e., it is within a sensitive location, has a cumulative impact, has a significant effect on the environment, is within a scenic highway, impacts an historical resource, or is on a hazardous waste site. Potential cultural/archaeological resources must be noted, but do not need to be specifically listed or mapped at the time of application submittal. Backup data informing the exemption decision, such as biological surveys, Cultural Information Center requests, research papers, etc. should accompany the full application. Applicants anticipating the SNC to file an exemption are

encouraged to conduct the appropriate surveys and submit an information request to an office of the California Historical Resources Information System (CHRIS).

1. Describe how your project complies with the requirements for claiming a Categorical or Statutory Exemption per CEQA:

This project is consistent with **Sec. 15306 - Information Collection.** Project consists of basic data collection and resource evaluation activities which do not result in a major disturbance to an environmental resource.

**Sec 15304. Minor Alterations to Land** Landowner implementation of BMPs under this project will involve minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes.

**15333. Small Habitat Restoration Projects.** Landowner implementation of BMPs under this project will not to exceed five acres in size to assure the maintenance, restoration, enhancement, or protection of habitat for fish, plants, or wildlife with no significant adverse impact on endangered, rare or threatened species or their habitat, no hazardous materials at or around the project site that may be disturbed or removed, and no impacts that are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.

2. If your organization is a state or local governmental agency, submit a signed, approved Notice of Exemption (NOE) documenting the use of the Categorical Exemption or Statutory Exemption, along with any permits, surveys, and/or reports that have been completed to support this CEQA status. The Notice of Exemption must bear a date stamp to show that it has been filed with the State Clearinghouse and/or County Clerk, as required by CEQA.

N/A

3. If your organization is a nonprofit or federal agency, there is no other California public agency having discretionary authority over your project, and you would like the SNC to prepare a NOE for your project, let us know that and provide any permits, surveys, and/or reports that have been completed to support the CEQA status.

We would like SNC to prepare an NOE for this project.

- 
- ☐ **Negative Declaration OR**  
☐ **Mitigated Negative Declaration**

If a project requires a Negative Declaration or Mitigated Negative Declaration, then applicants must work with a qualified public agency, i.e., one that has discretionary authority over project approval or permitting, to complete the CEQA process.

1. Describe how your project complies with the requirements for the use of a Negative Declaration or a Mitigated Negative Declaration per CEQA:

2. Submit the approved Initial Study and Negative Declaration/Mitigated Negative Declaration along with any Mitigation Monitoring or Reporting Plans, permits, surveys, and/or reports that have been completed to support this CEQA status. The IS/ND/MND must be accompanied by a signed, approved Notice of Determination, which must bear a date stamp to show that it has been filed with the State Clearinghouse and/or County Clerk, as required by CEQA.

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☐ **Environmental Impact Report**

If a project requires an Environmental Impact Report, then applicants must work with a qualified public agency, i.e., one that has discretionary authority over project approval or permitting, to complete the CEQA process.

1. Describe how your project complies with the requirements for the use of an Environmental Impact Report per CEQA:

2. Submit the Draft and Final Environmental Impact Report along with any Mitigation Monitoring or Reporting Plans, permits, surveys, and/or reports that have been completed to support this CEQA status. The EIR documentation must be accompanied by a signed, approved Notice of Determination, which must bear a date stamp to show that it has been filed with the State Clearinghouse and/or County Clerk, as required by CEQA.

---

**NEPA STATUS**

**(Applicable to federal applicants, some tribal organizations, and applicants receiving federal funding or conducting activities on federal lands)**

Check the box that corresponds with the NEPA compliance for your project.

☐ **Categorical Exclusion**

1. Describe how your project complies with the requirements for claiming a Categorical Exclusion per NEPA:

2. Submit the signed, approved Decision Memo and Categorical Exclusion, as well as documentation to support the Categorical Exclusion, including any permits, surveys, and/or reports that have been completed to support this NEPA status:

---

☐ **Environmental Assessment & Finding of No Significant Impact**

1. Describe how your project complies with the requirements for the use of an Environmental Assessment and Finding of No Significant Impact per NEPA:

2. Submit the signed, approved Environmental Assessment and Finding of No Significant Impact along with any permits, surveys, and/or reports that have been completed to support this NEPA status.

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☐ **Environmental Impact Statement**

1. Describe how your project complies with the requirements for the use of an Environmental Impact Statement per NEPA:

2. Submit the Draft and approved, Final Environmental Impact Statement, along with the Record of Decision and any permits, surveys, and/or reports that have been completed to support this NEPA status.

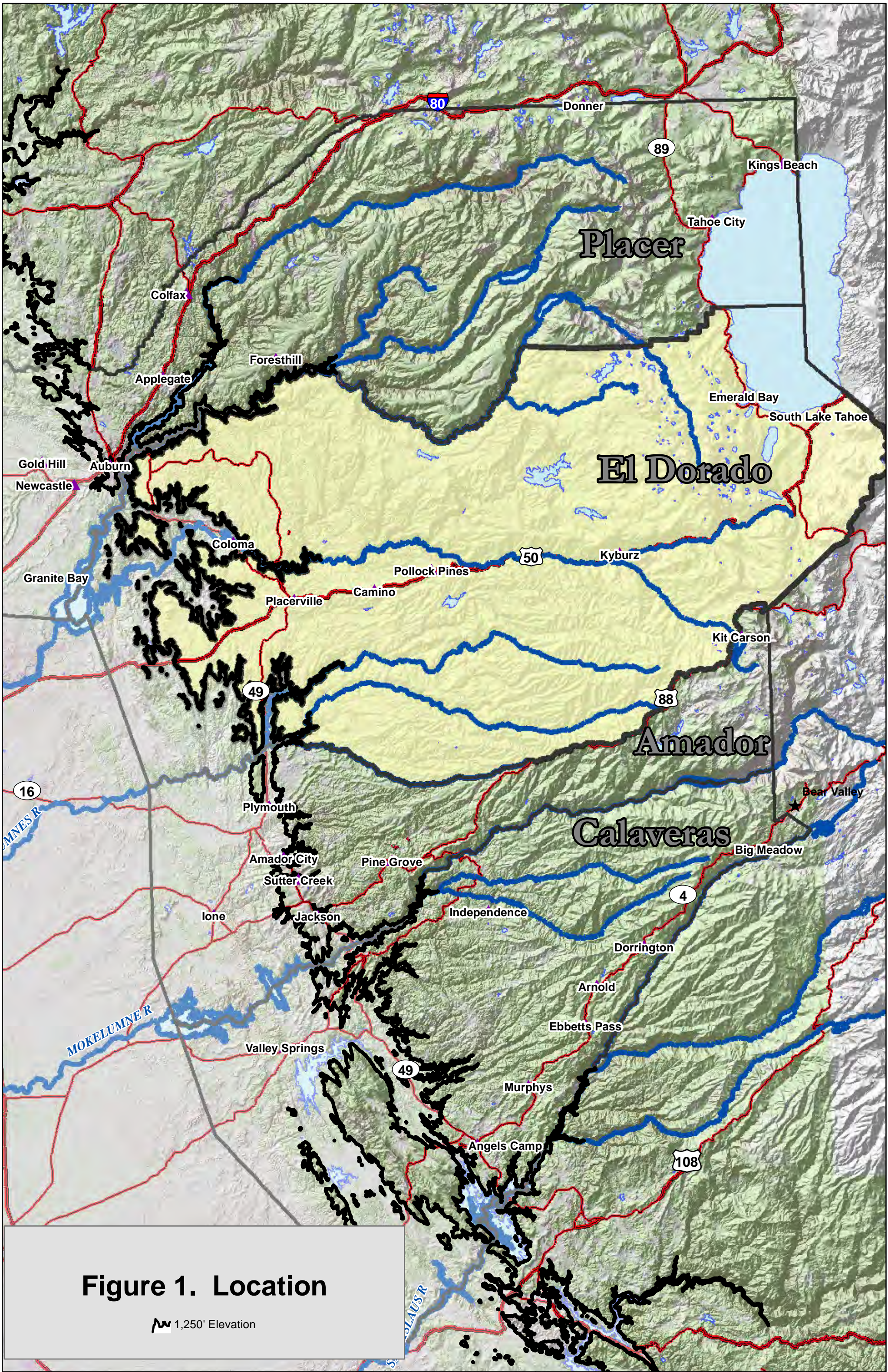
## **Long-Term Management and Sustainability**

### **Long-Term Management Plan**

The FFF program is structured to revise land management practices through education and technical assistance, and so has a long term effect. Growers attend a series of educational workshops on topics including soil erosion, chemical use and water conservation, stream corridor function and management. CLSI staff then visits the site and assists the grower in completing a Farm Plan. Once the Farm Plan is complete, growers implement the BMPs prescribed in the assessment. CLSI staff work with the grower to provide needed technical assistance for implementing the BMPs. Each BMP has a timeline for implementation depending on the severity of the problem. In order to be re-certified 5-7 years after the initial certification, the grower needs to demonstrate progress on implementation of the BMPs. Recertification is required for the grower to continue using the FFF logo.

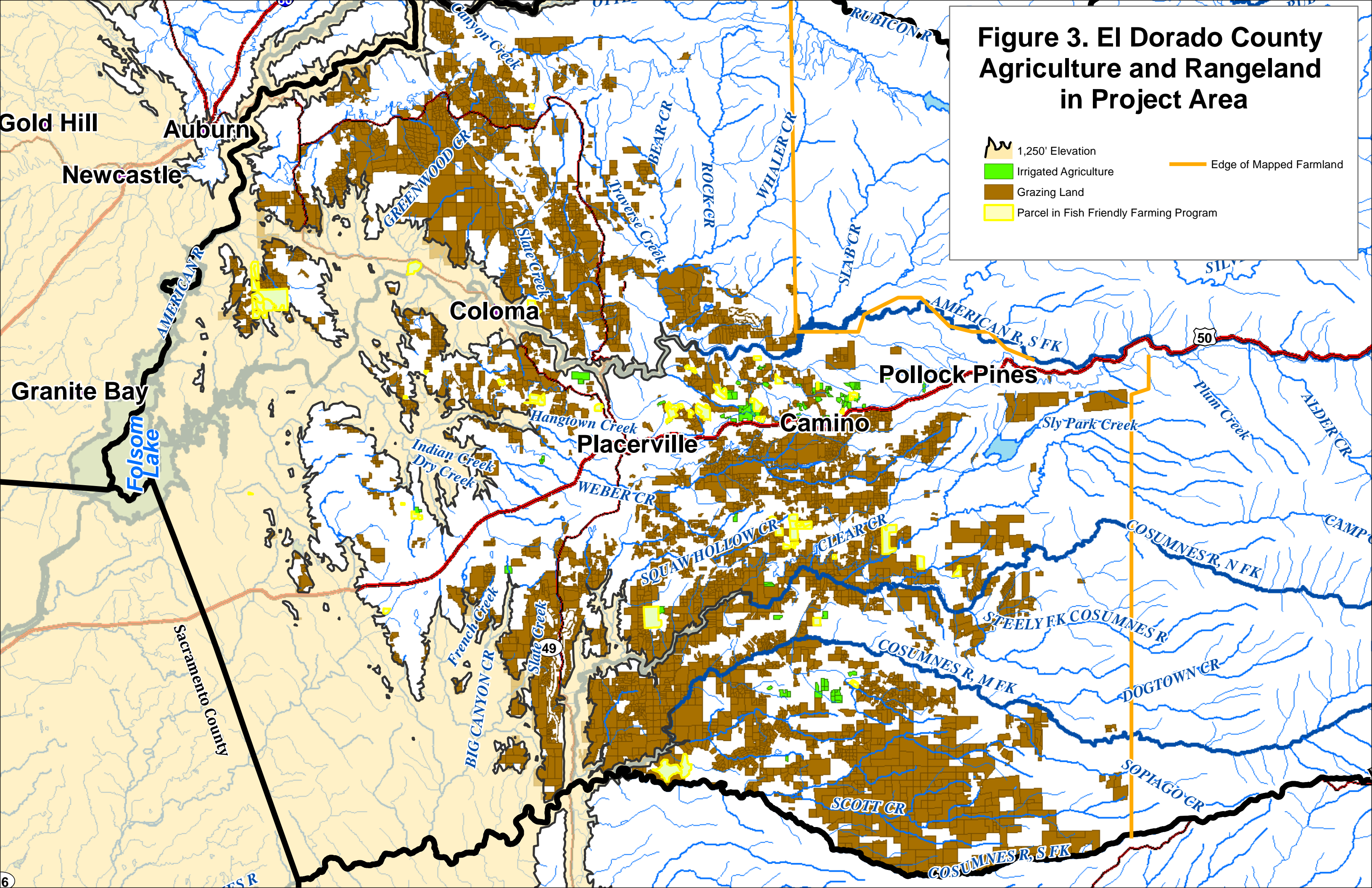
In some cases, Farm Plans identify areas needing restoration or enhancement projects. Types of projects include stream bank stabilization, riparian planting, invasive plant removal, road upgrading and drainage system upgrading. For such projects, the RCD will work with CLSI and NRCS to find farm bill programs or other funding for design and implementation. The majority of growers and ranchers in the El Dorado area are small operations and qualify for farm bill programs like EQIP. The completion of a comprehensive assessment of site conditions, such as participating in the FFF program, allows for a higher score in the local prioritization of EQIP projects. The RCD and CLSI will also evaluate other federal, state and private sources of funding for projects such as grants from the water board or CA Department of Fish and Game. Over the 15 year history of the FFF program CLSI has had great success in identifying and securing funding for projects.



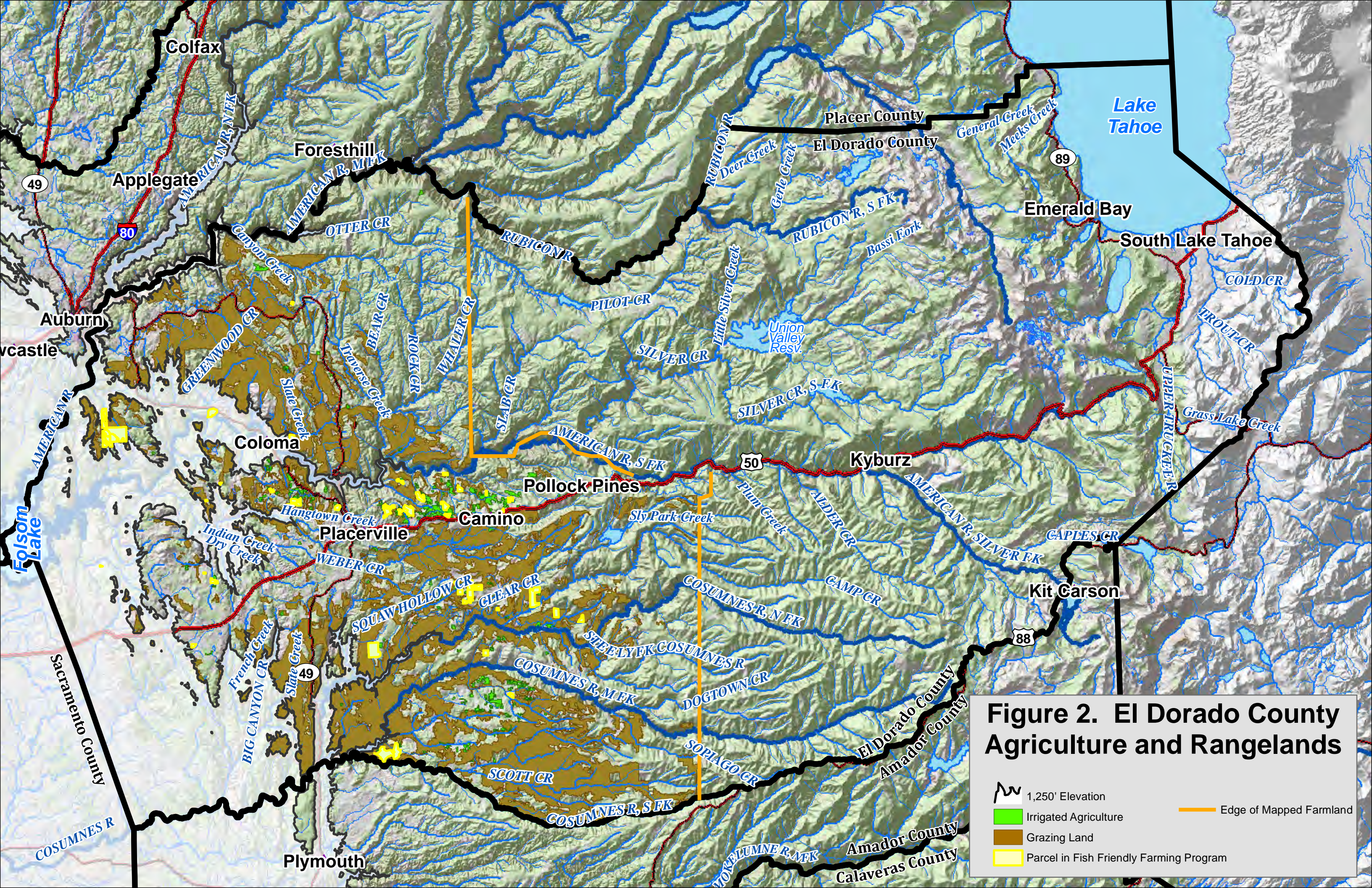









**Figure 3. El Dorado County  
Agriculture and Rangeland  
in Project Area**







**Figure 2. El Dorado County  
Agriculture and Rangelands**

-  1,250' Elevation
-  Irrigated Agriculture
-  Grazing Land
-  Parcel in Fish Friendly Farming Program
-  Edge of Mapped Farmland



Photographs of Agricultural and Ranch lands in El Dorado that will be part of the FFF/FFR project



Well managed rangeland show high level of Residual Dry Matter



Vineyard intermixed with streams and forest



Two steep vineyards where erosion control management measures are needed for water quality



Well designed vineyard with Oak trees retained



Creek in orchard area in need of revegetation with native plants

## Land Tenure

### **Growers interested in FFF/FFR program in El Dorado County**

Ancel Vineyards
Auriga Wine Cellars
Auriga Wine Cellars Office
Baiocchi Family Vineyards
Barnum Vineyard
Beemers Winery
Boa Vista Orchards & Vineyards
Bob Clarke
Bolster's Hilltop Ranch
Buckland Vineyard Management Inc.
Bumgarner Wines
Busby Cellars
Bush Richard & Leslie
Cantiga Wineworks
Cardanini Vineyards
Cedarville Vineyard
Chalet Fleur De Lys
Charles Jones
Chateau Davell Winery
Chateau Rodin Winery
Chevalier Winery
China Creek Vineyard
Chrome Ridge Vineyard
Colibri Ridge Winery
Conti Estate
Corazon Vineyard
Cornerstone Vineyards
Crose Family Vineyard
Crystal Basin Cellars
DGL Vineyard
D K Cellars
Di Vittorio Winery
Divittorio Winery
Dorado Canyon Vineyards
Elenridge Vineyard
Fenton Herriott Vineyards
Findleton Estate & Winery
Fitzpatrick Winery & Lodge

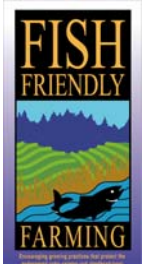


Four Angels Vineyard
Furrow Vineyard
David Girard Vineyards
Goedeck/Liu Vineyard
Gold Hill Vineyard
Goldbud Farms
Grace Vineyards
Grace Patriot Wines
Granite Hill Vineyards
Granite Springs Winery
Hawk Creek Vineyards
Synapse Wines
Hill Mar
Illuminare Winery
Indian Rock
Iverson Winery
Jodar Vineyard & Winery
Krizl Vineyard
Latcham Vineyards
Linebarrier Vineyards
Matagrano Vineyard
Auriga Wine Cellars
Mellowood Vineyard
Charles B. Mitchell Vineyards
Moore/Mathews Vineyard
Mount Aukum Winery
Musso Family Vineyard
Narrow Gate Vineyards
Naylor Farms
Nello Olivo Winery
Oakstone Winery
ParaVi Vineyards
Pasto Vineyards
Perry Creek Winery
Petra Vineyard and Winery
Pineoak Vineyard
Pleasant Valley Vineyards
Quartz Hill Vineyard
Rancho de Amor
Saluti Cellars
Shadow Ranch Vineyard & Winery

Shaker Ridge Vineyard
Sierra Foothill Wine Svc
Sierra Moon Vineyards Inc
Sierra Oaks Estates
Single Leaf Vineyards and Winery
Skinner Vineyards
Smith Wine
Somerset Gourmet Vineyards
Spanish Creek Ranch & Vineyard
Stonehaven Ranch
Synapse Wines
The Stidham's 'Mini-Vini'
Toogood Estate Winery
Twin Oaks Vineyard
Twisted Twig Winery
Ursa Vineyards
Ursa Vineyards D Elissagaray
Van Der Vijver Estate
Viani Vineyards
Zentner Vineyard
Ward Warden Vineyard
Windwalker Vineyards & Winery
Winery By The Creek

Ranchers interested in the FFR program in El Dorado County

Clifton & Warren
Retiredice Alpacas
Bragg's Heaven Sent Ranch
Robin's Nest Ranch
Kohler's Ranch
Harris Ranch
Proud Ds Ranch
Meyer's Ranch
Bacchi Ranch
Forni Ranch



# Fish Friendly Farming/Fish Friendly Ranching Environmental Certification Program

## Sign-Up Form

1. Farm/Ranch Name:
2. Owner or Site Manager who will participate:
3. Site Address:
4. 9-digit Assessors Parcel Number(s) for site (so we can create maps):
5. Total Site Acreage:
6. Irrigated Acreage on Site: \_
7. Email Address: \_
8. Phone Number: \_
9. Fax Number
10. Mailing Address

As part of working with the Fish Friendly Farming Program I agree to complete a farm conservation plan and will work with the FFF program to implement the plan. I will provide access authorization for the planning assessment with 7 days notice and will accompany FFF staff on the assessment.

---

Landowner Signature

*Thank you for your interest in the Fish Friendly Farming!*

**California Land Stewardship Institute  
550 Gateway Dr. #108, Napa, CA 94558  
Phone: 707/253-1226 FAX: 707/253-1708**